UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

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In re:

AMARE GURMU SOLOMON,

Debtor.

ORDER FOR JUDGMENT AND ABSTENTION

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AMARE GURMU SOLOMON,

Plaintiff,

BKY 12-33993

v.

ADV 12-3276

STUDENT LOAN FINANCE CORPORATION,
EDUCATION LOANS INCORPORATED, and
GOAL FUNDING II, INC.,

Defendants.

****

At St. Paul, Minnesota
October 1, 2013.

This adversary proceeding came before the Court on October 1, 2013, on cross-motions for partial summary judgment by all parties. The Plaintiff appeared by his attorney, James C. Whelpley. The Defendants appeared by their attorney, Adam A. Gillette. The court memorialized a decision on the record pursuant to Fed. R. Civ. P. 52(a) and Fed. R. Bankr. P. 7052. On the record thus made,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The liability of the Plaintiff, if any, as guarantor on education loans made to one Samuel A. Bankole, the right to payment on which is currently held or serviced by the Defendants, is a debt for an educational loan within the scope of 11 U.S.C. § 523(a)(8)(B), and hence is excepted from discharge in bankruptcy by operation of 11 U.S.C. § 523(a)(8).

2. Therefore, the Defendants' motion for partial summary judgment is granted and the Plaintiff's motion for partial summary judgment is denied.

NOTICE OF ELECTRONIC ENTRY AND
FILING ORDER OR JUDGMENT
Filed and Docket Entry made on 10/01/2013
Lori Vosejpka, Clerk, By JRB, Deputy Clerk

3. Pursuant to 28 U.S.C. § 1334(c)(1), the court abstains from hearing and determining the Plaintiff's request for declaratory relief that he is not liable on the guaranties identified in Term 1 because he did not execute instruments of guaranty. That request for relief is dismissed, without prejudice to the Plaintiff's right to seek the same adjudication in any future action before another court of competent jurisdiction.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

/e/ Gregory F. Kishel

GREGORY F. KISHEL
CHIEF UNITED STATES BANKRUPTCY JUDGE